

*Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, Massachusetts 02150-2358*

**Jean M. Lorizio, Esq.**  
*Chairman*

**DECISION**

**PRO WINE, INC. D/B/A JULIO'S LIQUORS  
140 TURNPIKE ROAD  
WESTBOROUGH, MA 01581  
LICENSE#: 00030-PK-1438  
VIOLATION DATES: 9/11/2020 TO 9/15/2020  
HEARD: 1/18/2022**

Pro Wine, Inc. d/b/a Julio's Liquors ("Licensee" or "Julio's Liquors") holds an alcohol license issued pursuant to M.G.L. c. 138, § 15. The Alcoholic Beverages Control Commission ("ABCC" or "Commission") held a remote hearing via Microsoft Teams on Tuesday, January 18, 2022, regarding an alleged violation of M.G.L. Ch. 138, § 23 Transfer of the privilege of a license without proper approval. Prior to the commencement of the hearing, the Licensee stipulated to the facts alleged in Investigator Gould's Report.

The following documents are in evidence:

1. Investigator Gould's Report;
2. ABCC Form 43, Transfer of License Approval, 11/13/2000;
3. Printout from Cincoro's Website (20 pages);
4. Cincoro Tequila Transaction Documents (7 pages);
5. Cincoro Tequila Confirmation Email (3 pages);
6. NYS Department of State, Division of Corporations, Entity Information re: Thirstie, Inc.
7. Printout from Thirstie, Inc.'s website (10 pages);
8. Photos Concerning Delivery of Cincoro Tequila (12 pages);
9. Contract between Pro Wine, Inc. d/b/a Julio's Liquors and Thirstie, Inc. (7 pages);
10. Licensee's Stipulation of Facts.

A. Printout from Thirstie, Inc.'s web page.

There is one (1) audio recording of this hearing.

**FINDINGS OF FACT**

1. Pro Wine, Inc. d/b/a Julio's Liquors ("Licensee" or "Julio's Liquors") holds a M.G.L. c. 138, § 15 retail package store license exercised at 140 Turnpike Road, Westborough, Massachusetts.

2. On Friday, September 11, 2020, Investigator Gould visited Cincoro Tequila's website, <http://www.cincoro.com>. He was able to select and purchase one 750-ml bottle of Cincoro Tequila Blanco for \$69.99. Investigator Gould registered for the purchase with the email [Gouldy04@aol.com](mailto:Gouldy04@aol.com) and submitted a billing and shipping address of 14 Sherwood Road, Worcester, Massachusetts 01602. Investigator Gould entered a coupon code, which he had searched for and found online, for free shipping.
3. The Investigator submitted debit card payment information, placed his order, and received a confirmation number, #2GFA0CG-APG-31.
4. On September 12, 2020, Investigator Gould's account statement reflected the payment for the alcohol purchase, with the vendor identified as "BT Thirstie, Inc. 888-706-6689 NY..."
5. On Tuesday, September 15, 2020, Investigator Gould received the order. The package labeling indicated that the tequila was shipped by Julio's Liquors, 140 Turnpike Road, Westborough, Massachusetts.
6. Investigator Gould contacted Pro Wine Inc. d/b/a Julio's Liquors and spoke to the manager, Tom. Tom explained that Julio's has a contract with Thirstie, Inc. who sends them orders to process and deliver. Tom explained Julio's Liquors was likely contacted to fulfill the Cincoro Tequila order because it was the closest retailer to the customer placing the order, in this case Investigator Gould.
7. Investigator Gould inquired of Tom as to how orders are processed. Tom stated that when a customer places an order online, the respective companies utilize Thirstie, Inc. to locate retailers to fulfill the order. Tom explained Thirstie, Inc. sends the order information to retailers like Julio's Liquors, who then packs and ships the product using their registered transportation vehicles to the consumer. Tom stated that Thirstie, Inc. receives a percentage of each alcohol sale.
8. On Tuesday, January 12, 2021, Tom emailed Investigator Gould a copy of Julio's Liquors' contract with Thirstie, Inc. The contract was signed on November 19, 2019.
9. According to the contract, Thirstie, Inc. processes sales from customers who visit an alcoholic brand's website and sends order information to a retailer from their "network of retailers" to fulfill and deliver the order to the customer.
10. The contract indicates that Thirstie, Inc. collects a portion of the payment from each sale fulfilled by a retailer. A chart included in the contract shows the fees Thirstie, Inc. collects from each payment depending on the sale amount. For example, the fee chart indicates that for each sale between \$20 and \$29.99, Thirstie, Inc. collects a \$1.50 fee for "On-Demand Orders" and collects a \$2.00 fee for "Mail Orders." As the sale amount increases, so does the fee collected by Thirstie, Inc.
11. Julio's Liquors' contract with Thirstie, Inc. states:
  - *Overview.* The Merchant has agreed to participate as a provider in connection with Company's marketing of certain products that are sold by Merchant ("Products") to non-commercial customers (i.e., customers who

are purchasing products for personal use and not reselling the product pursuant to a duly issued retail license) (each a "Customer") on a non-exclusive basis (the "Services") via Company's own website and mobile applications or branded sites or applications of Company's clients powered by Company as mutually agreed to by the parties (including without limitation, any specific clients or client brands mutually agreed to by the parties or otherwise set forth in the Merchant sign up or order form ("Order Form") provided by Company and incorporated into this Agreement by reference) (collectively, the "Portal").

- *Fees* As compensation for the Services, Merchant hereby agrees to pay Company according to the fee structure set forth in Exhibit A, which is incorporated by reference herein.

12. The New York Department of State lists Thirstie, Inc. as an active Foreign Corporation with a principal business address of 25 West 39<sup>th</sup> Street, 14<sup>th</sup> floor, New York, NY. Thirstie's Chief Executive Officer is Devaraj Southworth.

13. The Thirstie Inc.'s website indicates the following information:

- "Thirstie unlocks branded e-commerce capabilities for beverage alcohol brands. Enabling direct-to-consumer sales and significant new revenue opportunities via innovative consumer analytics.
- We currently partner exclusively with retailers that have their own local delivery mechanism or can ship products in states permitted by law.
- Thirstie API integrated powerful e-commerce technology with your existing website to create a robust and seamless direct-to-consumer branded online shopping experience.
- Beverage alcohol brands have never been able to sell their own products directly to consumers. Thirstie is a white label e-commerce solution that gives brands the ability to allow customers to purchase on the brand's website and leverage Thirstie's liquor retailer network."

14. Investigator Gould informed Tom of the violation and that a report would be submitted to the Chief Investigator for review.

15. The Licensee ceased dealings with Thirstie immediately upon speaking with Investigator Gould and prior to receiving the Enforcement Division's Cease and Desist Notice.

16. Ryan Maloney, principal of the Licensee entity, appeared at the Commission hearing along with Tom Welton.

17. Mr. Maloney testified and spoke of the Licensee's long history of operation without any violations. He stated the relationship with Thirstie, Inc. was presented to them as being compliant with Massachusetts law and as soon as they realized that was not the case, Julio's fully cooperated and immediately ceased dealings with Thirstie.

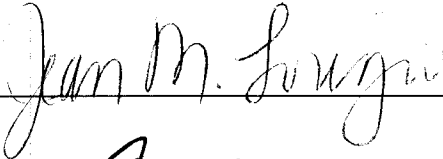
18. The Licensee has held a license under M.G.L. c. 138, § 15 since 2000 with no prior violations.

CONCLUSION

Based on the evidence, the Commission finds the Licensee violated M.G.L. Ch. 138, § 23 Transfer of the privilege of a license without proper approval. As a result, the Commission **ISSUES A WARNING.**

**ALCOHOLIC BEVERAGES CONTROL COMMISSION**

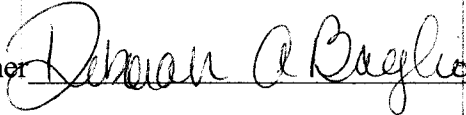
Jean M. Lorizio, Chairman



Crystal Matthews, Commissioner



Deborah A. Baglio, Commissioner



Dated: June 29, 2022

You have the right to appeal this decision to the Superior Courts under the provisions of Chapter 30A of the Massachusetts General Laws within thirty (30) days of receipt of this decision.

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cc: Local Licensing Board  
Frederick G. Mahony, Chief Investigator  
Kyle E. Gill, Esq., Associate General  
Brian Gould, Investigator  
Louis Cassis, Esq.  
Administration, File